



AGENDA
VILLAGE BOARD MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS WISCONSIN
August 18, 2016
7:00P.M.

1. Call to Order/ Roll Call
2. Verification of Compliance with Open Meeting Law
3. Pledge of Allegiance
4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)
5. CONSENT AGENDA
 - a. Vouchers for Payment
 - b. Treasurer's Report
 - c. Meeting Minutes:
 - i. July 13, 2016 – Special Village Board Meeting
 - ii. July 21, 2016 – Regular Meeting
 - d. New Operator Licenses
 - e. Friess Lake Advancement Association Class "B" Picnic License
 - f. Amendment to "Unenclosed Premise Permit" for Sloppy Joe's Saloon & Spoon
 - g. Temporary Operator License Renewal Application
6. DISCUSSION/ACTION ITEMS
 - a. Discussion/Action regarding a Temporary Limited Easement (TLE) agreement and right-of-way purchase with the Wisconsin Department of Transportation
 - b. Discussion/Action regarding the acceptance of cash in lieu of a letter of credit for D&S Weyer No. III
 - c. Discussion/Action regarding Ordinance O2016-08-01, an Ordinance to amend several sections of Chapter 118 regarding the licensing and permitting of "Animal Fancier's Permits"
 - d. Discussion/Action regarding the replacement of the Village Hall's HVAC system
 - e. Discussion/Action regarding Graef Engineering Consultants' review the Village's DPW Building, located at 1345 Hillside Road
7. PUBLIC COMMENTS (...Continued)
8. CLOSED SESSION
 - a. Discussion /Action to enter into Closed Session under Wis. Stats. 19.85(1)(g) update from legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the governing body with respect to litigation in which it is or is likely to become involved. – 4440 County Line Q
 - b. Discussion/Action to enter into Closed Session pursuant to Section 19.85(1)(c) of the Wis Stats., considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. – Village Administrator
9. RECONVENE IN OPEN SESSION
 - a. Discussion/Action regarding matters addressed in Closed Session outlined above

10. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advance notice as possible.

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AFFIDAVIT OF POSTING

Pursuant to Sec. 985.02(2), Wis Stats., I, Margaret Runnells, being duly sworn, state as follows:

1. I am an adult resident of the State of Wisconsin, and I make this affidavit on personal knowledge.
2. I hereby certify that I posted a copy of the attached:

1) Notice of Board of Canvassers 2016.8.15

2) Village Board Agenda - 2016.8.18

on Friday, Aug 12th (date), 10:00 a.m. (time), at the Village posting locations, namely: on the outside bulletin board of the Village Hall located at 4128 Hubertus Road, Hubertus; on the outside bulletin board at the Hubertus Post Office located at 3695 Hubertus Road, Hubertus; ~~on the outside bulletin board at the Richfield Post Office located at 1925 Hwy 175, Richfield;~~ and on the outside bulletin board at the Colgate Post Office located at 3392 Hwy Q, Colgate.

* Closed due to
road construction.

Margaret M. Runnells
Signature

August 12, 2016
Date

Personally came before me this 12th day
of August, 2016.

John J. Johnson
Notary Public, State of Wisconsin
My commission expires 9-4-16

I also certify that notice of such meeting(s) were sent via email to the West Bend Daily News, the Germantown Express News, the Hartford Times Press, and the Milwaukee Journal Sentinel.

John J. Johnson
Signature

8-12-16
Date

I further certify that a copy has been posted to the Village website www.richfieldwi.gov.

Signature

Date

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VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

5

MEETING DATE: August 18, 2016

SUBJECT: Consent Agenda

DATE SUBMITTED: August 10, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ATTACHED CONSENT AGENDA?

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from July 13th and July 21st, 2016, New Operator Licenses, and Friess Lake Advancement Association Class "B" Picnic License, Amendment to "Unenclosed Premise Permit" for Sloppy Joes's Saloon & Spoon, and Temporary Operator License Renewal Application.

FISCAL IMPACT:

REVIEWED BY: 
Village Deputy Treasurer

Initial Project Costs:

Future Ongoing Costs:

Physical Impact (on people/space):

Residual or Support/Overhead/Fringe Costs:


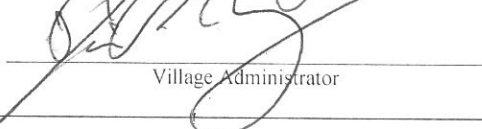
ATTACHMENTS:

1. Vouchers for Payment
2. Treasurer's Report
3. Meeting Minutes from July 13 & 21, 2016
4. New Operator License List, Copy of Applications, Background Investigation Report
5. Friess Lake Advancement Association Class "B" Picnic License
6. Amendment to "Unenclosed Premise Permit" for Sloppy Joe's Saloon & Spoon
7. Temporary Operator License Renewal Application

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from July 13th and 21st, New Operator Licenses, and Friess Lake Advancement Association Class "B" Picnic License, Amendment to "Unenclosed Premise Permit" for Sloppy Joe's Saloon & Spoon, and Temporary Operator License Renewal Application.

APPROVED FOR SUBMITTAL BY:


Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

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VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
AUGUST 2016

BATCH #1					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		7/18/16	Postmaster	\$440.00	Download Postage
ACH		7/19/16	Village of Richfield	\$19,439.34	Payroll Checking
EFTPS		7/19/16	Electronic Fed Tax Pay	\$7,483.60	FICA Tax
ACH		7/19/16	Wisc. Dept. of Revenue	\$1,222.43	State Withholding Tax
ACH		7/19/16	Wisc. Deffered Comp	\$300.00	457 Plan
11050		7/21/16	Bonnie Quaegber	\$1,068.00	Cleaning Invoice for June and July
11051		7/21/16	Park Rental Fund	\$120.00	Park Use Deposit Refund
11052		7/21/16	CNA Surety	\$30.00	Notary Bond Insurance
11053	8968	7/21/16	Washington County Sheriff	\$23,360.44	Sheriff Contract Services for June 2016
11054	1643871-00	7/21/16	Reinders, Inc.	\$137.97	Toro Motor Blades
11055		7/21/16	Quill Corp.	\$60.16	Office Supplies
11056		7/21/16	Port A John	\$204.00	Metros & Liquid Waste
11057	H81994	7/21/16	Mid-State Equipment	\$177.46	Wacker Excavator Parts
11058		7/21/16	IIMC	\$155.00	Annual Fees for Clerk Assoc.
11059		7/21/16	Douglas S Cherkauer	\$4,180.06	Ground Water Monitoring Qtr.2
11060		7/21/16	WE Energies	\$16.25	Gazebo Electric
11061	1448402	7/21/16	Aurora Medical Group	\$48.00	Drug Screening Teat
11062	2466	7/21/16	Water Diagnostic Labs, LLC	\$25.00	Colony Count Water Testing
11063	8260320616	7/21/16	Conley Classifieds	\$467.80	Public Notices
11064		7/21/16	Wisc. Dept. of Justice	\$182.00	June Criminal Background Checks
11065	144131625	7/21/16	US Cellular	\$299.75	June Cell Phone Payment
11066		7/21/16	Road Bond Refunds	\$2,000.00	4684 Autumn Trail
11067		7/21/16	Road Bond Refunds	\$2,000.00	4707 Autumn Trail
11091	50290	7/22/16	Western Culvert & Supply Inc	\$3,271.25	May Invoice
ACH		7/25/16	Capitol One BK	\$2,465.38	Postage, Park Supplies, & Bark Lake Table & Garbage
ACH	C0041178228	7/25/16	United Health Care	\$13,983.29	August Health Care Payment
ACH		7/25/16	Wisc. Retirement System	\$6,256.28	June Retirement Payment
11092		7/26/16	Five Star Fireworks Co.	\$2,000.00	Downpayment per 2016 Contract
11093		7/26/16	WE Energies	\$540.47	Street Lighting Relocation/Removal
11094		7/26/16	Postmaster	\$915.68	July/August Newsletter
11095		7/26/16	Postmaster	\$430.00	Privilege Mail Accounts
11096		7/26/16	North Shore Bank Leasing LLC	\$718.04	Lease payment for Building Inspectors
11097	18745	7/26/16	Digital Edge Copy & Print	\$97.00	Approval Sticker Sussex/Richfield
11098		7/26/16	WE Energies	\$1,777.75	Heat & Electricity
11099	930484	7/26/16	Delta Dental	\$206.80	Dental Insurance for August
11100	C332915	7/26/16	Office Copying Equipment LTD	\$386.44	July Invoice
11101		7/27/16	First Federated Savings Bank	\$260.76	Employee Reduction H S A Payments
			TOTAL BATCH #1	\$96,726.40	Checks Written End of July 2016
BATCH #2					
CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
ACH		8/2/16	Village of Richfield	\$15,972.21	Bi-Weekly Payroll
11102		8/2/16	Village of Richfield	\$69.26	Bi-Weekly Payroll
ACH		8/2/16	Wisc. Dept. of Revenue	\$1,354.11	State Withholding Tax
ACH		8/2/16	Electronic Fed Tax Pay	\$5,979.22	FICA
ACH		8/2/16	Wisc. Deferred Comp	\$300.00	457 Plan
ACH		8/2/16	Village of Richfield	\$2,045.72	Monthly Payroll
ACH		8/2/16	Electronic Fed Tax Pay	\$555.99	FICA Tax
11103	7430920	8/9/16	Quill Corp.	\$147.93	Paper, labels, & batteries
11104	2992	8/9/16	Wisc. Rural Water Assoc.	\$168.30	Consolidated Safety Traffic Control Awareness Training
11105	10620	8/9/16	Von Briesen & Roper, SC	\$207.00	FLSA Legal Issue for Employees
11106		8/9/16	Tennies Electric	\$954.00	Replace Light Pole & Breaker at Fireman's Park
11107	35975	8/9/16	Stoney Island	\$2,400.00	Playpillow Playground Chips
11108		8/9/16	Slinger Welding Service	\$34.00	Flat Bar Stock
11109		8/9/16	Port A John	\$446.00	Metro's Liquid Water Disposal/ Handicap Restroom Cleaning
11110		8/9/16	Ontech systems Inc.	\$410.52	Windows Updates to various computers & Dymo issues
11111	88338	8/9/16	E. H. Wolf & Sons, Inc.	\$35.00	Transfer Station Tank Gauge

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VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
AUGUST 2016

11129		8/10/16	Road Bond Refunds	\$2,000.00	2261 North Star Place
11112	18883	8/9/16	Digital Edge Copy & Print	\$128.50	Building Inspectors Stickers & Permits Slinger/Richfield
11113	510810-07-16	8/9/16	Premium Waters Inc.	\$38.99	July Service Charges
11114		8/9/16	Menards-Germantown	\$1,117.49	Various DPW Supplies & Projects
11115		8/9/16	NFPA	\$175.00	NFPA Membership Renewal Notice #3027350
11116	1540390716	8/9/16	Conley Classifieds	\$163.76	Notice of Public Hearings
11117		8/9/16	Equal Rights Division	\$75.00	Work Permits July 2016
11118		8/9/16	Park Rental Refund	\$50.00	Rest Stop for Wisc. Women's Female Cyclists
11119	1086371111	8/9/16	Piggly Wiggly	\$7.98	Get Well & Retirement Cards
11120		8/9/16	Wisconsin Dept. of Justice	\$28.00	Background Checks for July
11121		8/9/16	Road Bond Refunds	\$50.00	Refund for 3817 Timberstone Way
11122	5939952-2275-	8/9/16	Waste Management of Milw.	\$510.20	Service for August 2016
11123	89302	8/9/16	Cedar Corp.	\$580.50	Professional Services for GIS Mapping
11124		8/9/16	Charter Communications	\$158.80	Services for August 2016
11125		8/9/16	A T & T	\$205.93	June 20- July 19, 2016
11126		8/9/16	WE Energies	\$2,234.58	Street Lights & Water Pump
11127		8/9/16	Road Bond Refunds	\$2,000.00	Refund for 3956 Kairn Circle
11128		8/9/16	Wisc. Dept. of Transportation	\$150.00	Registration for two Ford Leased Vehicles
			TOTAL BATCH #2	\$40,753.99	Checks Written Beginning of August 2016

**BATCH #3

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
	11035		Arenz, Molter, Macy & Riffle	\$5,089.80	June/July Attorney Fees
	121937		Associated Appraisal Consul	\$3,958.33	Appraisal Fees
			Badger State Logistics	\$228.77	Paper Towels, Toilet Tissue & Dispenser
	543-333123		Batteries Plus	\$106.95	4750 Tractor Part
			CINTA Corp	\$978.20	DPW Clothes Cleaning
			CIVI Tech Consulting	\$56.00	Consulting Services
	95518		E. H. Wolf & Sons Inc.	\$84.25	Service Gasboy Dispenser
	206730		JFTCO, Inc.	\$226.37	Parts for CAT-924H HL
			Hopson Oil Co. Inc.	\$3,358.92	July 2016 Fuel Invoice
			TOTAL BATCH #3	\$14,087.59	Checks Still Needing Approval***

**BATCH #4

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			Falls Auto Parts & Supplies Inc.	\$138.94	DPW Stock & Parts
	V0089893		Hallman Lindsay Paints	\$149.48	Goal Line Ready-Mix-White
	40551		Houseman & Feind, LLP	\$1,482.22	Municipal Matters
	170300		Kunkel Engineering Group	\$640.00	MS4 Permitting
	3043340P		Lakeside International Truck	\$115.60	Stock/Front brake chambers
	58656		Lange Enterprises, Inc.	\$309.81	Road name sign
	20452701		Payne & Dolan, Inc.	\$723,762.90	Major repairs & Constroction 2016 HIP Projects
			Richfield Vol. Fire Dept. Co.	\$39,365.87	Fire Co. Payment
	9964		Schmitt Sanitation	\$270.00	Pump Holding tank/ Concession Stands
	9004		Washington County	\$24,029.31	Contract Sheriff Services for July 2016
			Wissota Sand & Gravel Co.	\$115.13	#1 Stone & 3" Fractured-WI Pit
	3250		Wolf Brother, Inc.	\$126.00	3 Gals. Pramitol
			TOTAL BATCH #4	\$790,505.26	Checks Still Needing Approval***
			TOTAL	\$942,073.24	

**FIRE COMPANY CONSTRUCTION

CHECK #	PO#	DATE	PAYEE	AMOUNT	COMMENTS
			Heitman Inc.	\$29,770.63	Fire Company Work Completed
	204536-01		Payne & Dolan, Inc.	\$9,670.05	Richfield Fire Station Work Completed to Date
			Hawks Landscape Inc.	\$6,460.00	Richfield Fire Station Work Completed to Date
			Paun Construction Inc.	\$77,900.00	Richfield Fire Station Work Completed to Date
	1029170		The Spancrete Group, Inc.	\$18,830.90	Richfield Fire Station Work Completed to Date
			Robert W. Nelson, Inc.	\$44,650.00	Richfield Fire Station Work Completed to Date
			Omni Glass & Paint, Inc.	\$15,200.00	Richfield Fire Station Work Completed to Date
	29386		Thomas A. Mason Co., Inc.	\$1,196.05	Richfield Fire Station Work Completed to Date

VILLAGE OF RICHFIELD
VOUCHERS FOR PAYMENT
AUGUST 2016

		Total Mechanical	\$23,750.00	Richfield Fire Station Work Completed to Date
22940		H&H Mechanical Contractors	\$7,125.00	First Draw-Design, Plan Development, State Plans
1258		Faith Technologies Inc.	\$13,954.65	Richfield Fire Station Work Completed to Date
		MSI General	\$41,111.25	Richfield Fire Station Work Completed to Date
		TOTAL FIRE COMPANY CONST.	\$289,618.53	Checks Still Needing Approval***

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VILLAGE OF RICHFIELD
Treasurer's Report for July 31, 2016

BANK ACCOUNT BALANCES

	Interest Rate	Beginning Balance June 30, 2016	Interest Earned	Ending Balance July 31, 2016
Landmark Checking Account	0.25%	\$ 1,365,176.43	\$ 296.44	\$ 1,393,876.81
LGIP General Fund	0.42%	\$ 741,583.28	\$ 264.00	\$ 741,847.82
LGIP Fire Impact Fees	0.42%	\$ 267,494.12	\$ 95.46	\$ 274,514.58
LGIP Park Impact Fees	0.42%	\$ 8,271.96	\$ 3.02	\$ 10,339.98
LGIP Tax Account	0.42%	\$ 0.54	\$ -	\$ -
FNB Entrepreneur Plus Account	0.05%	\$ 127,572.17	\$ 5.07	\$ 127,577.24
FNB Platinum MMD Account	0.15%	\$ 257,845.40	\$ 30.73	\$ 257,876.13
FNB Public DDA Account	0.05%	\$ 2,199,031.51	\$ 85.91	\$ 1,933,906.87
Bank Mutual MM Account	0.33%	\$ 252,350.83	\$ 133.97	\$ 252,484.80

CERTIFICATES OF DEPOSIT

	Purchase Date	Expiration Date	Interest Rates	Amount
First National Bank	October 31, 2015	April 30, 2017	0.55%	\$ 252,354.26
Bank Mutual	March 3, 2015	October 3, 2016	1.05%	\$ 254,909.30

** All CD's are fully FDIC insured**

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES

	Purchase Date	Expiration Date	Amount
D&S Weyer No. II, LLC	June 23, 2015	August 31, 2016	\$ 59,800.00

PERMIT PERFORMANCE BOND

	Held Since	Expiration Date	Amount
T-Mobile Central LLC Wireless Communication Tower	March 11, 2014	N/A	\$ 25,000.00

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1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:01 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Dan Neu, Bill Collins and Sandy Voss.

Trustee Rock Brandner was an excused absence.

Also present: Village Administrator Jim Healy.

2. Verification of Compliance With Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

- 4. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)**

No one spoke.

5. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding the extension of an intergovernmental agreement for the HOME Consortium Program for 2017-2019**

Motion by Trustee Neu to approve the extension of an intergovernmental agreement for the HOME Consortium Program for 2017-2019; Seconded by Trustee Voss; Motion carried unanimously.

6. PUBLIC COMMENTS (...Continued)

No one spoke.

7. ADJOURNMENT

Motion by Trustee Collins to adjourn the meeting at 7:20 pm; Seconded by Trustee Neu; Motion carried unanimously.

Respectfully Submitted,



Jim Healy
Village Administrator

1. Call to Order/ Roll Call

The meeting was called to order by Village President John Jeffords at 7:00 pm. A quorum of the Village Board was present. Present: Village Board of Trustees; Dan Neu, Rock Brandner, Bill Collins and Sandy Voss.

Also present: Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt.

2. Verification of Compliance With Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

Item number 4. was moved to below 7e.

- 5. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding ITEMS ON THE AGENDA ONLY. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)**

No one spoke.

6. CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes:
 - i. June 16, 2016 – Regular Meeting
 - ii. June 21, 2016 – Special Village Board Meeting
- d. New Operator Licenses
- e. St. Gabriel Catholic Parish Class "B" Picnic License
- f. Resolution R2016-07-01, A Resolution Honoring Rob McDonald

Motion by Trustee Voss to approve the Vouchers for Payment, Treasurer's Report, the Village Board Minutes from June 16th and 21st, New Operator Licenses, St. Gabriel Catholic Parish Class "B" Picnic License and R2016-07-01, a Resolution Honoring Rob McDonald; Seconded by Trustee Neu; Motion carried unanimously.

7. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding an Ordinance Amending Chapter 40. Finance and Taxation.

Administrator Healy introduced the topic and requested the change to make it more in line with the changes recommended by the Village Attorney to the Banking Resolution which was approved at the June 16th Village Board meeting.

Motion by Trustee Brandner to approve Ordinance O2016-07-01, an ordinance amending Chapter 40. Finance and Taxation of the Village of Richfield Municipal Code; Seconded by Trustee Collins; Motion carried unanimously.

- b. Discussion/Action regarding GovPayNet Agreement for Credit and Debit Card Transactions

Administrative Services Coordinator Schmitt introduced the topic and stated that Staff would work with the GovPayNet to build the necessary fields required for license, permit and tax payments to be accepted via credit and debit card at Village Hall in the near future.

Motion by Trustee Voss to authorize the Village Administrator to enter into an agreement with GovPayNet to allow for the online, phone and in-person processing of credit and debit card transactions; Seconded by Trustee Neu; Motion carried unanimously.

Administrator Healy also stated that Administrative Services Coordinator Schmitt would be working with the Village Attorney and with GovPayNet to make sure the language in the contract was appropriate for the services being administered in the State of Wisconsin.

**c. Discussion/Action regarding Sloppy Joe's Saloon & Spoon review of Unenclosed Premise
Conditions of Approval**

No action was taken on agenda item 7c. because not enough information was obtained regarding the project prior to the meeting.

**d. Discussion/Action regarding a contractual agreement with the Sonseeahray Homeowners
Association for use of the Village's dedicated right-of-way**

Administrator Healy introduced the topic.

Motion by Trustee Collins to authorize the Village President, Village Administrator and Village Attorney to work collaboratively on an agreement to grant a privilege for private use of dedicated right-of-way and prescribing conditions of use with the Sonseeahray Homeowners Association pursuant to the following terms and conditions:

- 1) The term of the agreement shall be for 10 years.
- 2) All professional fees incurred as a part of this process be paid, in advance, by SHOA and all monies not utilized shall be returned to SHOA forthwith.
- 3) The amount of to be charged to SHOA for the use of the land shall be \$.
- 4) Liability coverage in an amount deemed to be acceptable to Trustee Voss and the Village Attorney, along with the Village of Richfield being named an "Additional Insured".

Seconded by Trustee Brandner; Motion carried unanimously.

e. Discussion/Action regarding Temporary Operator License Applications

Administrator Healy introduced the topic.

Motion by Trustee Voss to approve the Temporary Operator Licenses for 2016 per the attached list; Seconded by Trustee Neu; Motion carried unanimously.

8. PUBLIC COMMENTS (...Continued)

No one spoke.

4. PRESENTATION

a. State of the County Address – Washington County Administrator Joshua Schoemann

County Administrator Schoemann presented on the state of the County and what they have accomplished in 2015 and 2016 and what the goals are for the remainder of 2016 as they head into 2017.

5. ADJOURNMENT

Motion by Trustee Voss to adjourn the meeting at 7:56 pm; Seconded by Trustee Neu; Motion carried unanimously.

Village of Richfield
4128 Hubertus Road, Hubertus, WI
Village Board Meeting Minutes July 21, 2016
7:00 pm

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Jim Healy', is written over the printed name and title. The signature is stylized with a large, looping 'J' and 'H'.

Jim Healy
Village Administrator

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August 18, 2016 Meeting

New Operator Licenses

Name	Place of Employment	Course or valid license	Recommendation
Alexandra Guyette	Kettle Hills Golf Course	Course	Approved
Daniel Hauner	Richfield Roadhouse	Course	Approved
Jaimi Justman	Fat Charlies	License	Approved
McKenna Kopesky	Terrace 167	License	Approved
Susan Kopesky	Holy Hill Art Farm	Course	Approved
Tom Martin	Bildas	Course	Approved
Susan Rosploch	Wally & Bee's	License	Approved
Valerie Vetter	Richfield Roadhouse	Course	Approved
Sara Wellner	Sloppy Joes	License	Approved

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Picnic Licenses

P16-

Name	Name of Organizer	Address	City	State	Zip	Type of Event	Date(s)	Type of license
5 Friess Lake Advancement Association	Mark Siefert	1582 N. Friess Lake Rd	Hubertus	WI	53033	Flea Market Fundraiser-FLAA	September 18, 2016	Class "B" Beer & Class "C" Wine

2016-2017 Applications

Downloaded Separately

For Village Trustees Only

5 f

Amended Unenclosed Premise Permit July 1, 2016 - June 30, 2017
U16

	DBA	Full name of Corp, LLC, or Business	Name of Owner/Agent	Address	City	State	Zip
16A	Sloppy Joe's Saloon & Spoon	Integrity Investments, SJSS, LLC	Joe Hennes	3723 Hubertus Road	Hubertus	WI	53033

2016-2017

Applications

Downloaded Separately

For Village Trustees Only

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T2016	Last Name	First Name	Type	Picnic License Applicant
23	Siefert	Mark	Renewal	Flea Market Fundraiser - FLAA

2016-2017

Applications

Downloaded Separately

For Village Trustees Only

6 a



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6a

MEETING DATE: August 18, 2016

SUBJECT: TLE Agreement and Right-of-Way purchase with WisDOT

DATE SUBMITTED: August 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE OFFER FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY AND A TEMPORARY LIMITED EASEMENT IN THE AMOUNT OF \$250?

ISSUE SUMMARY:

The Wisconsin Department of Transportation (WisDOT) has provided the Village with a written offer to purchase property that is needed for a highway improvement project along STH 164 in 2019. The subject property is right-of-way which amounts to 0.046 acres and providing them access to a portion of our property via a TLE which amounts to a space that is 0.028 acres. The total compensation for this land proposed by WisDOT is \$250.00. This mass of land acts as our entrance to the Nature Park and Richfield Historical Park off of STH 164. Please see the attached map for details. WisDOT has also provided the Village a copy of an appraisal upon which offers are based. The appraisal was done by Metropolitan Appraisal, based out of Cedarburg Wisconsin. Village Staff has worked with them dozens of times over the course of the last several years and is confident in their abilities. This firm has been chosen by WisDOT to be responsible for the valuation of land acquisitions or TLE's along the STH 164 project. Just like any other property owner along this project, we have the right (but not the obligation) to secure a secondary estimate of value for the real estate proposed to be acquired or proposed to be used by WisDOT during the construction efforts. However, in the opinion of Staff, because we are dealing with such a miniscule portion of land, it likely is not worth the time or effort to do so.

The existing right-of-way is encumbered by a highway easement. No damages were recognized by WisDOT for this acquisition as the land area involved is already encumbered by existing paved roadway (STH 164) and a drainage ditch. The TLE is located on the west side of the property and is for reconstruction of the access point to the property (butt joint), slopes/grading purposes, and for right of construction access. The TLE is highlighted in blue on the map enclosed herein. The TLE area is comprised of an asphalt driveway entrance, grass lawn, evergreen tree, and entrance sign with rock landscaping base. Any asphalt or gravel within the TLE area, if impacted, will be restored by WisDOT upon completion of construction activities taking place on the property. Landscaping items, such as the grass lawn, will also be reseeded. WisDOT project manager Doug Cain indicated that the evergreen tree and sign with rock landscaping base is outside of the slope intercept and will not be impacted by the project.

Given the miniscule impact this "taking" will create, Staff believes the proposed amount of "compensation" is adequate. In all reality, the Village is being compensated by the State for 1) land which is currently acting as roadway on STH 164 and 2) WisDOT constructing a formal driveway approach into our park system to match the proposed grades along STH 164 post-construction. All things considered, this is, in the opinion of Staff, inconsequential.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: N/A

Future Ongoing Costs: N/A

Physical Impact (on people/space): Park entrance improvement

Residual or Support/Overhead/Fringe Costs: Administrative variable costs.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6a

MEETING DATE: August 18, 2016

SUBJECT: TLE Agreement and Right-of-Way purchase with WisDOT
DATE SUBMITTED: August 12, 2016
SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

1. WisDOT Agreement for purchase and sale of real estate and graphical depictions of area
2. Letter dated July 26th from Mr. James Weisling, Real Estate Specialist

STAFF RECOMMENDATION:

Motion to authorize the Village President and Village Administrator to enter into an agreement with the Wisconsin Department of Transportation for the purchase real estate and TLE for the entrance to the Village's Nature Park/Historical Park along STH 164.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN


Village Staff Member


Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE - SHORT FORM

Wisconsin Department of Transportation
RE1895 04/2015

THIS AGREEMENT, made and entered into by and between Village of Richfield, hereinafter called Seller, and the State of Wisconsin, Department of Transportation, hereinafter called WisDOT. If accepted, this offer can create a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and WisDOT agree that WisDOT is purchasing this property for highway or other transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to WisDOT that Seller has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property, other than the planned transportation facility for which WisDOT is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The Seller agrees to sell and WisDOT agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Washington County, Wisconsin:

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Two Hundred Fifty and 0/100 Dollars, (\$250.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed or other conveyance provided herein, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and None, provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to WisDOT on the date of closing.

Physical occupancy of property shall be given to WisDOT on the date of closing. Seller may not occupy property after closing unless a separate lease agreement is entered into between WisDOT and Seller.

SPECIAL CONDITIONS:

This agreement is binding upon acceptance by WisDOT as evidenced by the signature of an authorized representative of WisDOT. If this agreement is not accepted by WisDOT within 20 days after Seller's signature, this agreement shall be null and void.

This transaction is to be closed at the office of to be determined on or before to be determined or at such other time and place as may be agreed to in writing by the Seller and WisDOT.



Q J 5 0 4 3 6 4

Project ID
2709-03-20

Parcel No.
106

No representations other than those expressed here, either oral or written, are part of this sale.

Seller and WisDOT agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

The warranties, covenants and representations made herein survive the closing and the conveyance of this property. Seller agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

Witness Signature

Date

Print Name

Seller Signature

Date

Village of Richfield

Print Name

Seller Signature

Date

Print Name

Seller Signature

Date

Print Name

Seller Signature

Date

Print Name

The above agreement is accepted.

Signature

Date

Print Name

Title

Must be signed by administrator or an authorized representative of WisDOT.

LEGAL DESCRIPTION

Parcel 106 of Transportation Project Plat 2709-03-20 – 4.13, recorded as Document 1383114 recorded in Washington County, Wisconsin.

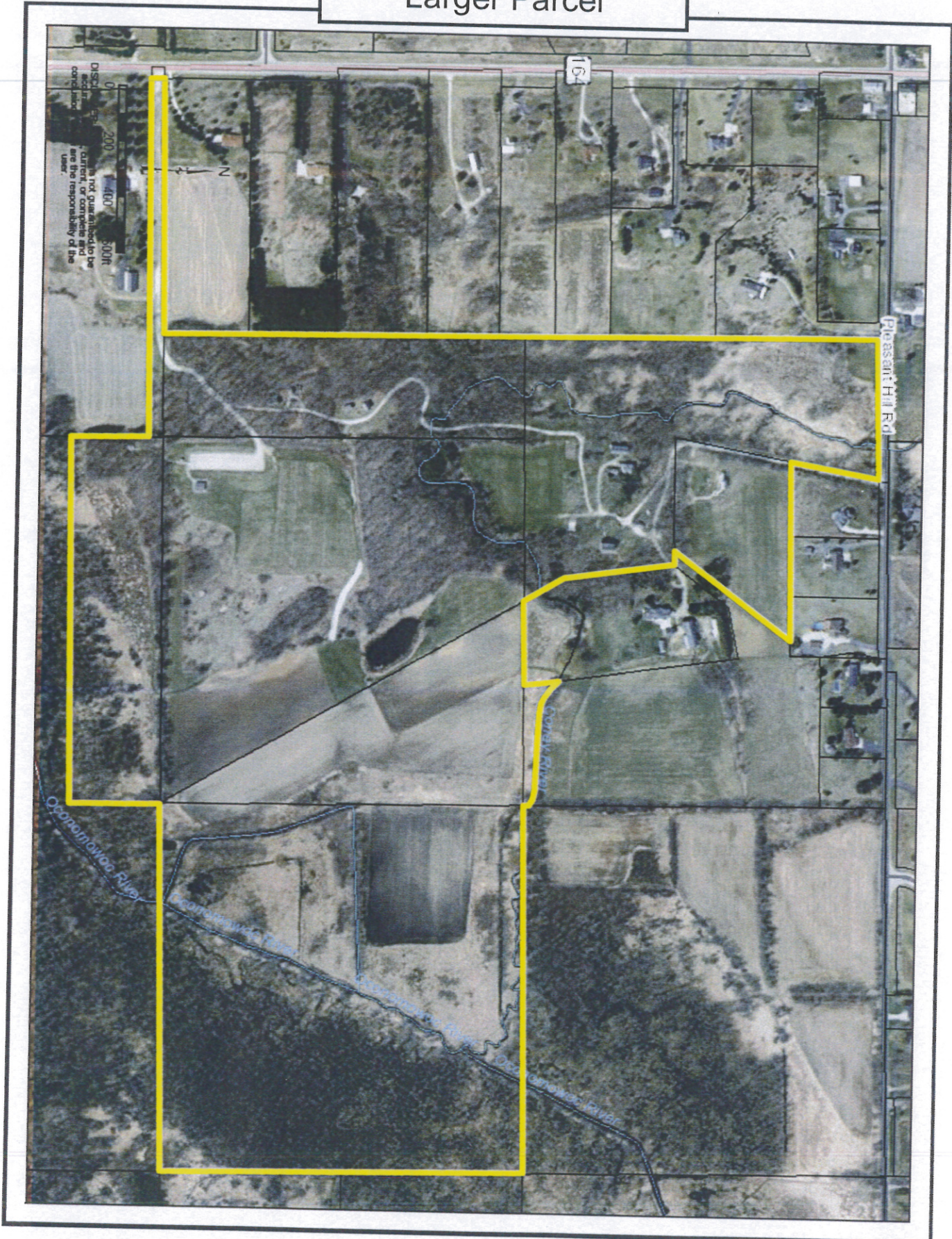
Property interests and rights of said Parcel 106 consist of:

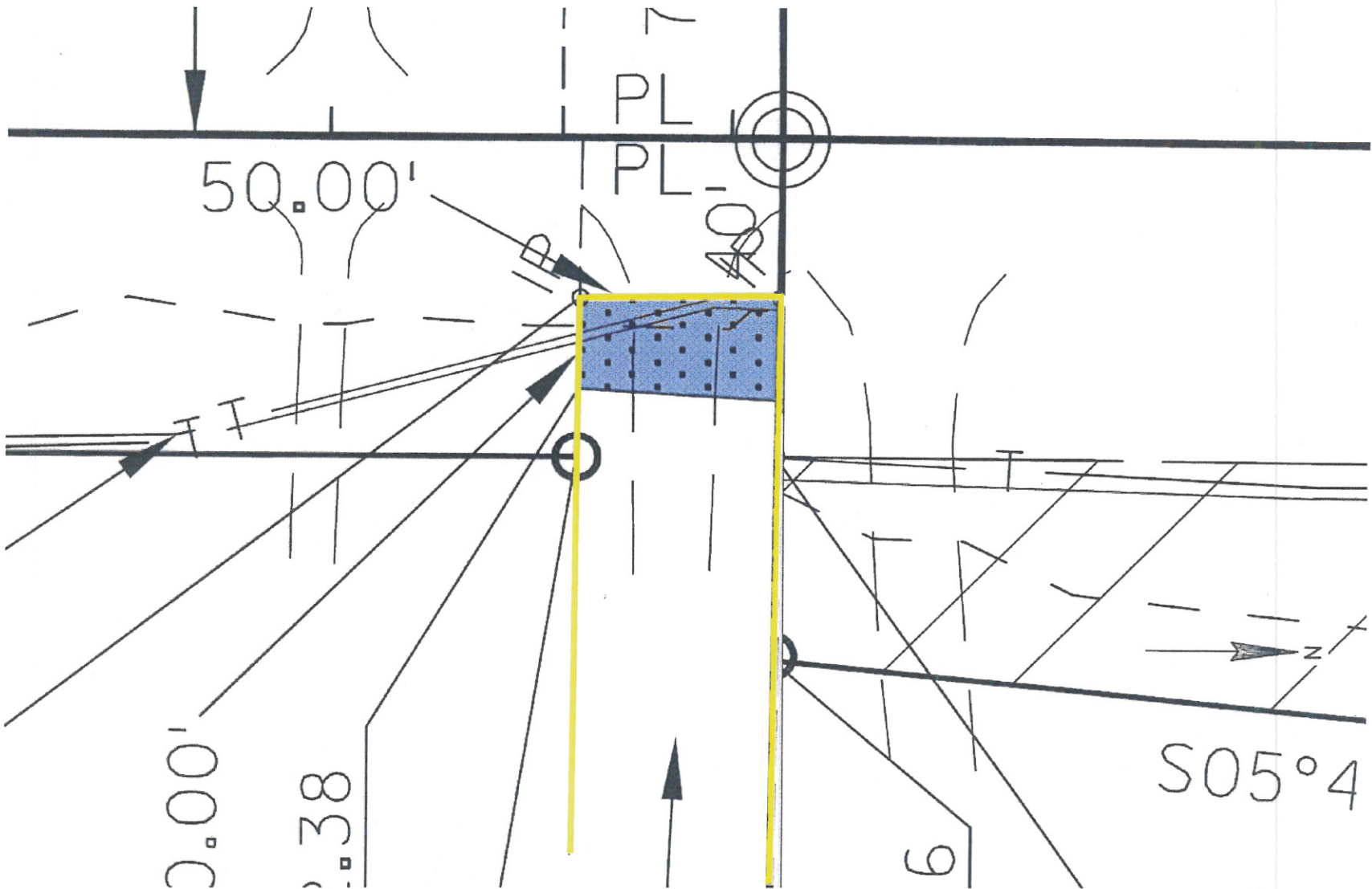
Fee Simple

Temporary Limited Easement

Any interest or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference.

Larger Parcel



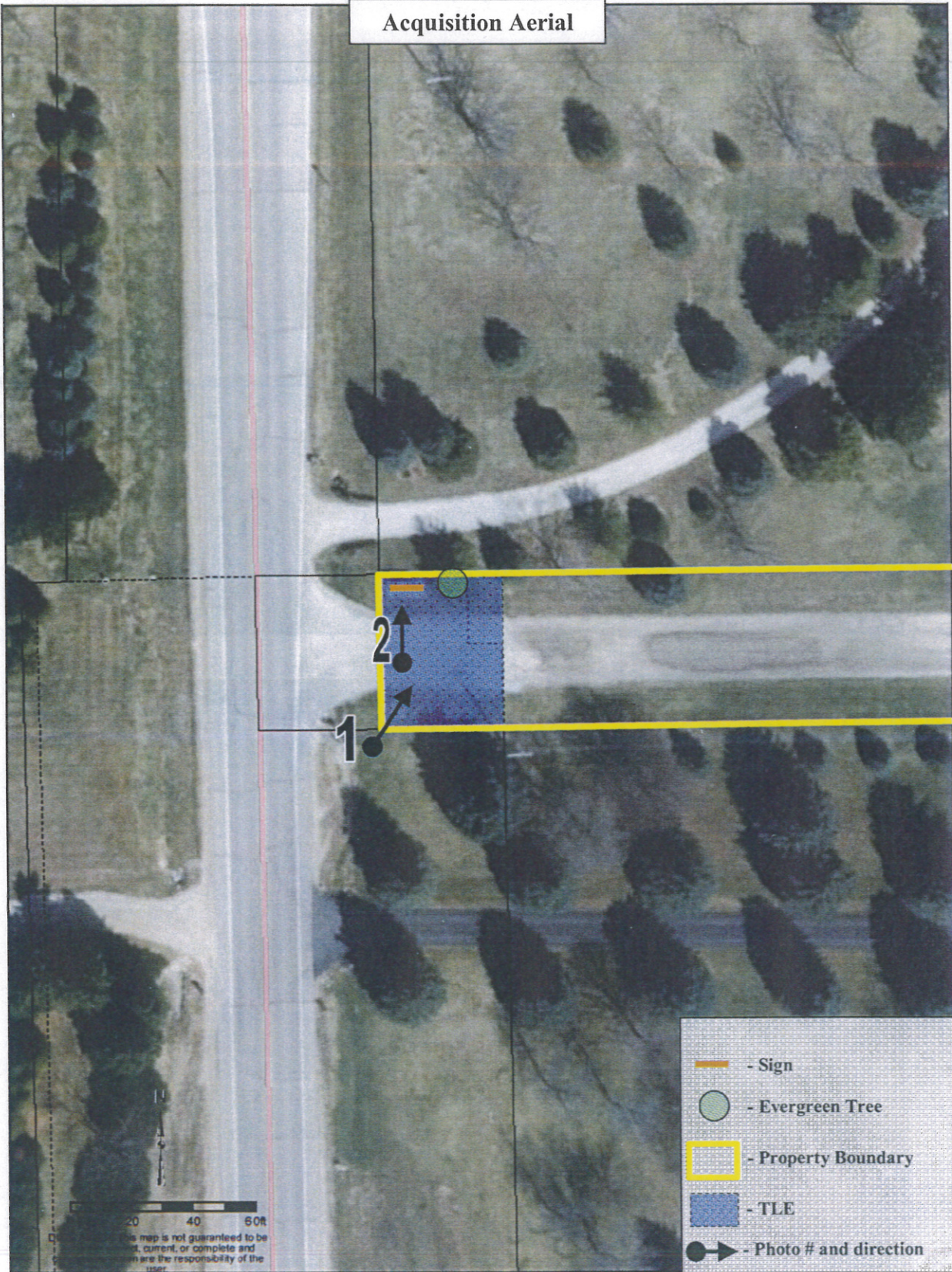


- Property Boundary



- Temporary Limited Easement


Acquisition Aerial



ACQUISITION AREA PHOTOS

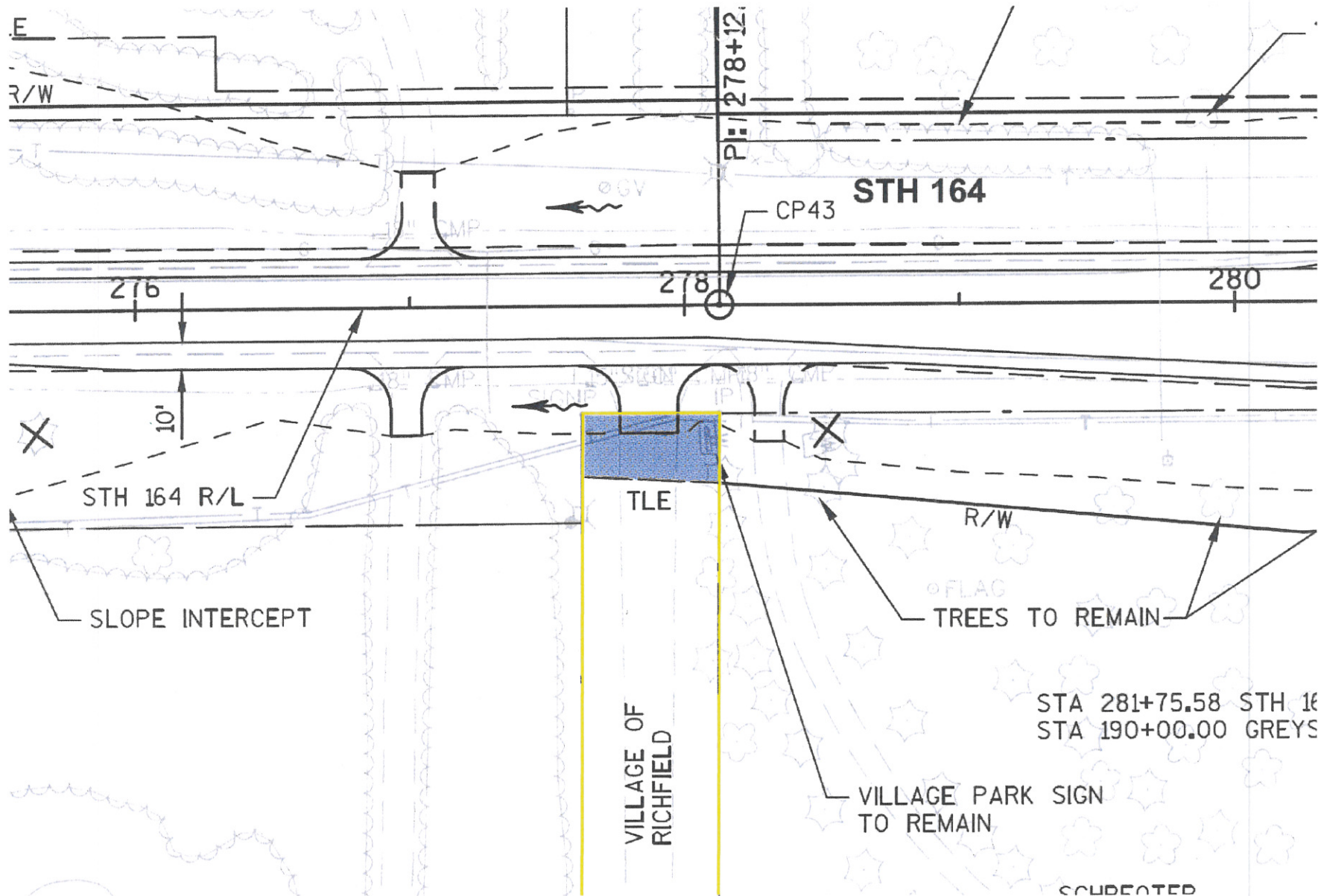


1.) Acquisition area facing east

 - Evergreen Tree



2.) Acquisition area facing east



PLAN OF PROPOSED IMPROVEMENT

STA 281+75.58 STH 164
STA 190+00.00 GREYS

SCHEMATIC



Division of Transportation
System Development
Southeast Regional Office
141 NW Barstow Street
PO Box 798
Waukesha WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 262-548-5903
Facsimile (FAX): 262-548-6424
E-mail: ser.dtsd@dot.wi.gov

July 22, 2016

CERTIFIED MAIL

VILLAGE OF RICHFIELD
4128 HUBERTUS RD
HUBERTUS, WI 53033



Reference: Project ID: 2709-03-20, Parcel No. 106
LOVERS LANE
STH - 164, Washington County

In compliance with Wisconsin statutes and federal regulations, you are receiving this letter, along with the enclosed appraisal report, to initiate negotiations for the acquisition of your property and/or property interests needed for the above referenced highway project. In addition, I have enclosed the following documents:

- Agreement for Purchase and Sale of Real Estate
- Appraisal Guidelines and Agreement
- Legal description of the land and/or interest(s) needed for the project

The Wisconsin Department of Transportation's (WisDOT) determination of compensation, based on the fair market value of the property, is as follows:

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)		0.028	Acres	\$3,571.43	\$100.00
Other	Admin Increase To Reach SE Region Minimum				\$150.00

Total Allocation \$250.00

If you agree with the values determined in the appraisal report and wish to enter into an agreement with WisDOT, sign the enclosed Agreement for Purchase and Sale of Real Estate and return it in a timely manner in the enclosed self-addressed, postage-paid envelope to WisDOT for final review and approval.

Once WisDOT is satisfied that the negotiations are complete, a fully executed (signed) copy of the agreement will be sent to you, and I will contact you to arrange for payment and closing. Please note that your execution of the Agreement for Purchase and Sale of Real Estate alone is not sufficient to result in an enforceable contract for the purchase of the needed property.

If you are not satisfied with the above-stated conclusions of value for your property, you are eligible to obtain an additional appraisal from a qualified appraiser of your choice. If you elect to have an appraisal report prepared, you must take certain steps to qualify for reimbursement. Your eligibility for appraisal cost reimbursement will expire 60 days from your receipt of WisDOT's appraisal, which is estimated to be on September 23, 2016. See

the enclosed Appraisal Guidelines and Agreement document for further explanation. If your appraisal report is submitted after the 60-day statutory date, the department will consider it for negotiation purposes; however, it will not be eligible for reimbursement.

WisDOT wants you to be satisfied that your property and your rights have been fully considered. We will provide any additional information you request, if available, or further discuss any concerns you may have. If you have any questions, you may contact me at 262-548-5928.

Sincerely,

A handwritten signature in black ink, appearing to read "James Weisling", with a long, sweeping horizontal stroke extending to the right.

James Weisling
Real Estate Specialist

6 b



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

66

MEETING DATE: August 18, 2016

SUBJECT: Letter of Credit for D&S Weyer, No. II – Cash acceptance
DATE SUBMITTED: August 12, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT CASH FROM THE DEVELOPER IN THE AMOUNT OF \$59,800 IN LIEU OF A RENEWED LETTER OF CREDIT?

ISSUE SUMMARY:

As a part of the Developer's Agreement filed for Lakeview Ridge Subdivision, the Village is currently in possession of a \$59,800 Letter of Credit held through Associated Bank which the Developer has in place to represent the costs associated with the still needed "final lift" of asphalt for his development. The Letter of Credit is set to expire this month on August 31st. After completion of the road construction, pursuant to the Village's established Developer's Agreement, a warranty period of approximately one (1) year will take place to guard against any defects in the work performed. The \$59,800 is approximately 20% of the total infrastructure costs estimated by the Village Engineer in 2015. In lieu of renewing the Letter of Credit, which the bank charges the Developer an unknown sum of money to process, the Developer has asked Staff if we would accept a personal check in the full amount of the existing Letter of Credit. Village Staff is currently in possession of said check and intends to deposit it early next week, prior to our meeting, to ensure the funds are transferred to our account as an additional safeguard prior to releasing the Letter of Credit obligations.

This type of a financial guarantee is permissible under the executed Developer's Agreement. Accepting this personal check also continues to ensure that the Village's taxpayers are fully protected until the project's completion. Also, having the cash on-hand removes several administrative steps Village Staff must go through in order to "Draw" on the Letter of Credit in the event we would need to do so, however unlikely. It is important to note that if you should choose to accept the personal check, it will still be treated as a "Letter of Credit" on the Village's monthly financial statements for transparency purposes.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: N/A
Future Ongoing Costs: N/A
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Administrative variable costs.

ATTACHMENTS:

1. Letter dated May 25, 2016 from Ms. Ellen Muench RE: Letter of Credit Expiry
2. Letter dated December 3, 2015 from former Village Engineer Chris Walter RE: Letter of Credit amount

STAFF RECOMMENDATION:

Motion to authorize the Village's Deputy Treasurer to release the established Letter of Credit, indicated by No. DC112640US15415, for D&S Weyer No. II, LLC. upon the successful depositing of the personal check issued by the LLC into the Village's Landmark Credit Union account.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

66

MEETING DATE: August 18, 2016

SUBJECT: Letter of Credit for D&S Weyer, No. II – Cash acceptance

DATE SUBMITTED: August 12, 2016

SUBMITTED BY: Jim Healy, Village Administrator

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

May 25, 2016

**NOTICE OF EXPIRY TO
LETTER OF CREDIT NO. DC112640US15415**

BENEFICIARY

Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

APPLICANT

D&S Weyer No. 11, LLC
3942 Rosie Court
Colgate, WI 53017

We hereby provide you with our 90-day written notice that Irrevocable Letter of Credit No. DC112640US15415 will expire on August 31, 2016.

Should you have occasion to contact us regarding this credit, kindly direct your communication to the attention of: Trade Services at 800-230-5506, making specific reference to this Letter of Credit No. DC112640US15415.

Associated Bank, N.A.



Ellen J. Muench
Assistant Vice President

December 3, 2015

W138620.01

Village of Richfield
4128 Hubertus Road
Hubertus, Wisconsin 53033

Attention: Mr. James Healy, Village Administrator

**Lakeview Ridge Subdivision
Letter of Credit**

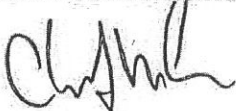
Dear Mr. Healy:

We have completed our review of a request to have the Letter of Credit for Lakeview Ridge Subdivision reduced. Our review is based on a field meeting and inspection confirming all punchlist items have been addressed. We recommend a cash bond or irrevocable letter of credit in the amount of \$59,800, which maintains 20% retainage.

Please feel free to call if you require any additional information or if you have any questions.

Sincerely,

GAI Consultants, Inc.



Chris J. Walter, P.E.
Assistant Design Manager

Enc.: As noted

6 c



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6c

MEETING DATE: August 18, 2016

SUBJECT: An Ordinance Amending Chapter 118. Animals
DATE SUBMITTED: August 12, 2016
SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator

POLICY QUESTIONS:

DOES THE VILLAGE BOARD WISH TO ADOPT THE VARIOUS PROPOSED ORDINANCE AMENDMENTS TO CHAPTER 118 OF THE VILLAGE CODE ENTITLED, "ANIMALS"?

ISSUE SUMMARY:

Village Staff was recently contacted by the Washington County Humane Society regarding old and outdated verbiage in Section §118-9 of the Village Code. This subsection, found in Chapter 118 entitled "Animals", deals with licensing and permitting previously handled by the Humane Society. The Village of Richfield has held a contract with the Washington County Humane Society for a number of years. This contract ensures that when there are stray animals in the Village, we have a place to direct residents to in order to get those animals picked up safely and either returned to their owner or cared for through another means. They also respond to calls for stray animals which may be considered dangerous or diseased which need to be removed from the Village.

At one point in time the Village had a dedicated Humane Society Officer who was specific to the Village of Richfield, Mrs. Kathy Jaster. This individual enacted the practice of licensing not only dog licenses, but also Animal Fancier's Permits at the Washington County Office when it was necessitated. Since the departure of our Humane Officer, their office no longer has processed this permit on our behalf. Therefore, Washington County is requesting that the Village take full responsibility for the Animal Fancier's Permits and change our code to reflect what has been occurring over the past several years.

For the last four (4) years, the Village has been responsible for solely issuing the Animal Fancier's Permits and this change is being petitioned by Staff as a relative formality to ensure that all residents know that they may only obtain the permit at Village Hall.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: None
Future Ongoing Costs: None
Physical Impact (on people/space): None
Residual or Support/Overhead/Fringe Costs: None

ATTACHMENTS:

1. Ordinance O2016-8-1 An Ordinance Amending Chapter 118. Animals of the Village of Richfield Municipal Code
2. A red-lined version of Chapter 118. Animals showing the changes being requested



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6c

MEETING DATE: August 18, 2016

SUBJECT: An Ordinance Amending Chapter 118. Animals
DATE SUBMITTED: August 12, 2016
SUBMITTED BY: KateLynn Schmitt, Administrative Services Coordinator

STAFF RECOMMENDATION:

Motion to approve Ordinance O2016-08-01, an Ordinance amending various sections of Chapter 118 entitled "Animals" relating to the licensing and permitting of Animal Fancier's Permits in the Village of Richfield.

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

ORDINANCE 2016-08-01

AN ORDINANCE AMENDING CHAPTER 118. ANIMALS OF THE VILLAGE OF RICHFIELD MUNICIPAL CODE

WHEREAS, the Village of Richfield holds a contract with the Washington County Humane Society for the service of animals in the Village; and

WHEREAS, Washington County assists the Village in the licensing of dogs each year; and

WHEREAS, the Village of Richfield's needs previously entailed having a Humane Officer servicing the Village, but no longer does and since this time the Washington County Humane Society has ceased the licensing of pet fancier's permits as a result; and

NOW, THEREFORE BE IT RESOLVED, the Village Board of the Village of Richfield, Washington County, Wisconsin, do ordain the following changes to Chapter 118 of the Village of Richfield municipal code entitled "Animals" as follows:

§118-9. Licenses and permits.**A. Animal fancier's permit.**

- (1) Permit required. No person shall own more than three dogs and/or three cats in the Village without first obtaining a permit from the Village Treasurer's office.
- (2) Application and fee. Applications for an animal fancier's permit may be obtained from the Village Treasurer's office. The application must be submitted to the Village along with a check for the fee established in the Village fee schedule.
- (3) Permits issued under this subsection shall expire annually on March 31.
- (4) List of animals to be provided. A list of the animals to be kept within the owner's property shall be provided on the permit.
- (5) Dogs to be licensed. Any dogs to be kept on the animal fancier's property shall be duly licensed by the Village. Cats reported on the permit are not required to be licensed.
- (6) Operation. An animal fancier's property shall be kept in accordance with the following requirements:
 - (a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
 - (b) The quarters in which animals are kept shall be maintained in a clean and sanitary condition and in a good state of repair.

- (c) Feces and odorous materials shall be removed from yards/enclosures in a timely manner, and such materials shall be stored in a tightly covered container until final disposal.
- (d) The premises for the animals shall be kept free of insect infestations and diseases.
- (e) All animal yards/enclosures shall be sufficiently large to permit freedom of movement to the animals.
- (f) No odor or noise nuisance shall be permitted.
- (g) All animals shall be maintained in accordance with all Village ordinances spelled out in this chapter.
- (h) No animals licensed under an animal fancier's permit shall be used for commercial purposes other than showing of the same and breeding no more than two litters per property/residence per year.

B. Kennel.

- (1) Permit required. No person shall operate a kennel without a permit. Kennels are allowed only in the A-1 Exclusive Agricultural and A-2 General Agricultural Zoning Districts or as may be permitted in business zoning districts. All kennels require a conditional use permit.
- (2) Fee required. The fee to operate a kennel is established by § 174.053, Wis. Stats.
- (3) Expiration of permit. Such permit shall expire annually on March 31.
- (4) Operation. Kennels shall be operated in accordance with the following requirements:
 - (a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
 - (b) The quarters in which animals are kept shall be maintained in a clean and sanitary condition and in a good state of repair.
 - (c) Feces and odorous materials shall be removed from yards/enclosures in a timely manner, and such materials shall be stored in a tightly covered container until final disposal.
 - (d) The premises and the animals shall be kept free of insect infestations and diseases.
 - (e) All animal yards/enclosures shall be sufficiently large to permit freedom of movement to the animals.
 - (f) No odor or noise nuisance shall be permitted.
 - (g) All animals shall be maintained in accordance with all Village ordinances spelled out in this chapter.

C. Other.

- (1) The animal fancier's permit and kennel permit are effective January 1, 2005.
- (2) Required. It shall be unlawful for any person in the Village to own, harbor, or keep any dog more than five months of age without complying with the provisions of §§ 174.05 to 174.09, Wis. Stats., relating to the listing, licensing, and tagging of the dog. There is imposed a Village dog license tax, payable to the Village Treasurer or designee, which includes a dog license tax imposed under § 174.05(2) and (3), Wis. Stats., in the amounts set by the Village fee

schedule for spayed or neutered dogs and for others and 1/2 the license tax for dogs becoming five months of age after July 1 per year for all dogs required to be licensed under statute.

- (3) Kennel license payment option. The owners of kennels may opt to pay, in lieu of the fees provided in Subsection C(2) of this section, a kennel license fee for a kennel of 12 dogs or fewer and an additional amount for each dog in excess of 12 shall be set by the Village fee schedule, and the Village Treasurer or designee shall issue tags for each dog owned by the kennel owner, as provided in § 174.053, Wis. Stats.
- (4) Late fees. The Village Treasurer or designee shall assess and collect a late fee established by the Village fee schedule from every owner of a dog five months of age or older if the owner failed to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog, or if the owner failed to obtain a license before the dog reached licensable age.
- (5) Lost license tag. If a metallic license tag issued for a dog shall be lost, the owner may obtain a duplicate tag from the Village Treasurer or designee upon the payment of the amount set by the Village fee schedule.
- (6) Change of ownership. If there is a change of ownership of a licensed dog or kennel during the license year, the new owner may have the current license transferred to his or her name upon payment of a transfer fee set by the Village fee schedule.
- (7) Transfer. No person shall use for any animal a license receipt or license tag issued for another animal.
- (8) Collections. The Washington County Humane Society is authorized to collect funds and issue dog licenses on behalf of the Village.

Passed and adopted this 18th day of August 2016.

John Jeffords, Village President

ATTEST:

Jim Healy, Administrator/Clerk/Treasurer

Chapter 118. Animals

Article II. Dogs Generally

§ 118-9. Licenses and permits.

A. Animal fancier's permit.

(1) Permit required. No person shall own more than three dogs and/or three cats in the Village without first obtaining a permit from the ~~Washington County Humane Society or~~ Village Treasurer's office.^[1]

[1]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(2) Application and fee. Applications for an animal fancier's permit may be obtained from the ~~Village or the Washington County Humane Society or~~ Village Treasurer's office. The application must be submitted to the ~~Village of Richfield~~~~Washington County Humane Society~~ along with a check for the fee established in the Village fee schedule.^[2]

[2]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(3) Permits issued under this subsection shall expire annually on March 31.^[3]

[3]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(4) List of animals to be provided. A list of the animals to be kept within the owner's property shall be provided on the permit.

(5) Dogs to be licensed. Any dogs to be kept on the animal fancier's property shall be duly licensed by the Village. Cats reported on the permit are not required to be licensed.

(6) Operation. An animal fancier's property shall be kept in accordance with the following requirements:

(a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.

(b) The quarters in which animals are kept shall be maintained in a clean and sanitary condition and in a good state of repair.

(c) Feces and odorous materials shall be removed from yards/enclosures in a timely manner, and such materials shall be stored in a tightly covered container until final disposal.

(d) The premises for the animals shall be kept free of insect infestations and diseases.

(e) All animal yards/enclosures shall be sufficiently large to permit freedom of movement to the animals.

(f) No odor or noise nuisance shall be permitted.

(g) All animals shall be maintained in accordance with all Village ordinances spelled out in this chapter.

(h) No animals licensed under an animal fancier's permit shall be used for commercial purposes other than showing of the same and breeding no more than two litters per property/residence per year.^[4]

[4]Editor's Note: Added at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

B. Kennel.

(1) Permit required. No person shall operate a kennel without a permit. Kennels are allowed only in the A-1 Exclusive Agricultural and A-2 General Agricultural Zoning Districts or as may be permitted in business zoning districts. All kennels require a conditional use permit.

(2) Fee required. The fee to operate a kennel is established by § 174.053, Wis. Stats.

(3) Expiration of permit. Such permit shall expire annually on March 31.^[5]

[5]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(4) Operation. Kennels shall be operated in accordance with the following requirements:

(a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.

(b) The quarters in which animals are kept shall be maintained in a clean and sanitary condition and in a good state of repair.

(c) Feces and odorous materials shall be removed from yards/enclosures in a timely manner, and such materials shall be stored in a tightly covered container until final disposal.

(d) The premises and the animals shall be kept free of insect infestations and diseases.

(e) All animal yards/enclosures shall be sufficiently large to permit freedom of movement to the animals.

(f) No odor or noise nuisance shall be permitted.

(g) All animals shall be maintained in accordance with all Village ordinances spelled out in this chapter.

C. Other.

(1) The animal fancier's permit and kennel permit are effective January 1, 2005.

(2) Required. It shall be unlawful for any person in the Village to own, harbor, or keep any dog more than five months of age without complying with the provisions of §§ 174.05 to 174.09, Wis. Stats., relating to the listing, licensing, and tagging of the dog. There is imposed a Village dog license tax, payable to the Village Treasurer or designee, which includes a dog license tax imposed under § 174.05(2) and (3), Wis. Stats., in the amounts set by the Village fee schedule for spayed or neutered dogs and for others and 1/2 the license tax for dogs becoming five months of age after July 1 per year for all dogs required to be licensed under statute.^[6]

[6]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(3) Kennel license payment option. The owners of kennels may opt to pay, in lieu of the fees provided in Subsection C(2) of this section, a kennel license fee for a kennel of 12 dogs or fewer and an additional amount for each dog in excess of 12 shall be set by the Village fee schedule, and the Village Treasurer or designee shall issue tags for each dog owned by the kennel owner, as provided in § 174.053, Wis. Stats.^[7]

[7]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(4) Late fees. The Village Treasurer or designee shall assess and collect a late fee established by the Village fee schedule from every owner of a dog five months of age or older if the owner failed to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog, or if the owner failed to obtain a license before the dog reached licensable age.^[8]

[8]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(5) Lost license tag. If a metallic license tag issued for a dog shall be lost, the owner may obtain a duplicate tag from the Village Treasurer or designee upon the payment of the amount set by the Village fee schedule.^[9]

[9]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(6) Change of ownership. If there is a change of ownership of a licensed dog or kennel during the license year, the new owner may have the current license transferred to his or her name upon payment of a transfer fee set by the Village fee schedule.^[10]

[10]Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

(7) Transfer. No person shall use for any animal a license receipt or license tag issued for another animal.

(8) Collections. The Washington County Humane Society is authorized to collect funds and issue dog licenses ~~and animal fanciers' permits~~ on behalf of the Village

6 d



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6d

MEETING DATE: August 18, 2016

SUBJECT: Replacement or Repair of Village Hall's HVAC System
DATE SUBMITTED: August 12, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO REPLACE OR REPAIR THE VILLAGE HALL HVAC SYSTEM?

ISSUE SUMMARY:

Over the course of the last few years, the Village has been dealing with increasing maintenance efforts and sporadic functionality on one of our HVAC systems that services Village Hall. Our building has two (2) HVAC devices, one (1) unit on the north side for the lower level basement and one (1) unit on the east side which services Village Hall's upper levels. The current HVAC system which services the upstairs of Village Hall is an older model unit and unfortunately nobody knows exactly when it was installed because it predates our Staff. But based on the vintage of the equipment, it was estimated by the Village's Building Inspector to be anywhere from 10-15 years old.

During the last several months we were experiencing major malfunctions with our HVAC unit upstairs and it was not producing cold air. We came to find out that we have a leak or several leaks suspected in our system or other malfunctions inside the system which have yet to be identified. The Village's Building Inspector, Joel Jaster, worked with Josten's Fore-Star Heating to review the system. It was found out that due to the fact that our system is older, we use "R-22 Refrigerant" as our coolant, which no longer will be allowed in units come the year 2020. Going forward, this coolant will still be in circulation for sale, but the costs of it are expected to rise as the demand increases for the commodity. Another one of the identified inefficiencies of the system is the number of 90* degree bends the ductwork has. Going through those sharp bends, the system loses its velocity and may also partially account for the temperature differences in various rooms in Village Hall. Last, but certainly not least, the Village has historically not performed regular or routine maintenance on any of our HVAC systems, which also may account for their deterioration.

In an effort to explore options for the building, the Village received a quote for the total replacement of the system. The cost of the replacement product is \$8,596. We did not take the extra step of soliciting multiple bids for the replacement of the system because we wanted to first seek the Board's advice on whether or not in their opinion it was reasonable to replace the older system not knowing the future of this building or if they would like for us to seek the costs for repairs and/or contracting with a local HVAC company for an annual maintenance program. The short-term fix of replenishing the refrigerant has been done so that during these hot July/August months the work environment at Village Hall was tolerable, but the larger problem regarding the overall condition of the system has not been addressed.

FISCAL IMPACT:

REVIEWED BY: _____
Village Deputy Treasurer

Initial Project Costs: Variable.
Future Ongoing Costs: On-going maintenance.
Physical Impact (on people/space): N/A
Residual or Support/Overhead/Fringe Costs: Administrative variable costs.



VILLAGE OF RICHFIELD
VILLAGE BOARD COMMUNICATION FORM

6d

MEETING DATE: August 18, 2016

SUBJECT: Replacement or Repair of Village Hall's HVAC System
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ATTACHMENTS:

1. Josten's Fore-Star Heating & A/C, Inc. Estimate dated 8/1/2016

STAFF RECOMMENDATION:

Motion to authorize the Village's Building Inspector to engage the services of Josten's Fore-Star Heating & A/C, Inc. to conduct a full diagnostic on the Village's HVAC system and to repair the system unless the cost to do the same exceeds \$3,500.


APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN


Village Staff Member

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____


Village Administrator

**4160 N. Main St
Hartford, WI 53027
262-224-2318**

Estimate

Date	Estimate #
8/1/2016	1475

Name / Address
Richfield Town Hall - ATTN: Joel 4128 Hubertus Rd. Hubertus, WI 53033

RECEIVED
AUG 03 2016
VILLAGE OF RICHFIELD

Job Name

Description	Total
<p>Replacement of Carrier Roof Top Unit located on grade of the east side of the building.</p> <p>This unit services the entire first floor office area.</p> <p>Includes:</p> <p>1 - Comfortmaker Model RGS060HECA - 5 ton roof top unit</p> <p>1 - Horizontal mounted economizer</p> <p>Misc. insulated duct and sealed for water resistance</p> <p>All necessary gas line</p> <p>All necessary low voltage wiring</p> <p>All necessary labor to install the new unit</p> <p>NOTE:</p> <p>This estimate does not include metal fabricated stand to raise the unit off the ground.</p> <p>The purpose of raising the unit up off the ground is so that we can eliminate two 90 degree elbow on the duct work to help increase the air flow on the system. (per conversation between Joel and Paul)</p> <p>This estimate does not include line voltage wiring or craning to lift unit.</p> <p>Joel indicated that craning and fabrication of metal stand could be completed in house at your maintenance dept.</p>	<p>8,596.00</p>
	<p>Base Price \$8,596.00</p>

Signature _____

6 e

Report will be
presented at meeting

8 a-b

CLOSED
SESSION